

**CABLE TELEVISION RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS III, INC.**

**BY**

**BOARD OF SELECTMEN  
TOWN OF CONCORD,  
MASSACHUSETTS**

**EFFECTIVE DATE: APRIL 23, 2004**

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**AGREEMENT**

This Cable Television Renewal License entered into this 22nd day of April 2004, by and between the Board of Selectmen of the Town of Concord, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts III, Inc. ("Comcast").

**WITNESSETH**

WHEREAS, Comcast of Massachusetts III, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a license to operate a Cable Television System in the Town of Concord, Massachusetts (hereinafter the "Town"), said license having originally commenced on July 1, 2001;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated July 2, 2001 in conformity with the Cable Communications Policy Act of 1984 and filed a renewal proposal dated October 5, 2001;

WHEREAS, there has been an opportunity for public comment, and ascertainment has been conducted by the Licensee to ascertain the future cable related needs of the community, as provided for pursuant to Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operation of its Cable Television System in the Town of Concord; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Concord to grant a non-exclusive Renewal License to Comcast of Massachusetts III, Inc.;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## ARTICLE I

### DEFINITIONS

#### Section 1.1 - - - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(1) Access: The right or ability of any Concord resident and/or any Persons affiliated with a Concord institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established by the Town or its designee for such use.

(2) Access Channel: A video channel which the Licensee shall make available for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: the entity which may be designated by the Issuing Authority of the Town of Concord from time to time, for the purpose of operating and managing the use and operation of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.

(4) Affiliate of Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Cable Service or Basic Service: Any service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Communications Act (the "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection

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and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to M.G.L. 166A.

(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services.

(10) Cable Television System or Cable System: A facility, owned, constructed, installed, operated and maintained by the Licensee in the Town of Concord, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may control reception capacity and/or unscrambled coded Signals distributed over the Cable System, among other capabilities.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Concord, Massachusetts.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(15) Drop or Cable Drop: The coaxial cable that connects a home or a building to the Subscriber Network or Institutional Network.

(16) Educational Access Channel: A video channel(s) on the Cable System made available by the Licensee to Concord educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public, and managed and operated by the Issuing Authority or its designee(s).

(17) Effective Date (the "Effective Date"): April 22, 2004.

(18) FCC: The Federal Communications Commission, or any successor agency.

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(19) Government Access Channel: A video channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(20) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscriber; installation, reconnection, downgrade, and upgrade, ; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the operation of the Cable System for the provision of Cable Services; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(21) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(22) Issuing Authority: The Board of Selectmen of the Town of Concord, Massachusetts.

(23) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

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- (24) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Concord and/or its designee, which shall have the meaning as set forth in Section 622 (g) of the Cable Act and M.G.L. Chapter 166A, Section 9.
- (25) Licensee: Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (26) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers which shall include some evening hours at least one night per week and/or some weekend hours.
- (27) Origination Capability or Origination Point: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (28) Outlet: An interior receptacle, generally mounted in a wall, that is used to connect a Subscriber's or User's television set or ancillary equipment to the Cable System. Outlet, when used in the context of an I-Net Outlet, means an interior receptacle, generally mounted in a wall that is used to connect PEG Access-related audio and video equipment to the I-Net.
- (29) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (30) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (31) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (32) PEG Access channels: Any video channel(s) made available for the presentation of PEG Access Programming and managed and operated by the Town or its designee.
- (33) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity or individual.
- (34) Prime Rate: The prime rate of interest, at the New York Federal Reserve Bank or its successor.
- (35) Public Access Channel: A video channel(s) on the Cable System made available by the Licensee for the use of Concord residents and/or organizations wishing to present non-commercial programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

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(36) Public Buildings - Those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(37) Public Way or Street: The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Concord, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Concord for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way dedicated for compatible uses as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(38) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument, any amendments or modifications in accordance with the terms herein.

(39) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(40) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(41) Signal: Any transmission of electromagnetic or optical energy, which carries video, voice, or data from one location to another.

(42) Standard Installation: The standard, one hundred and fifty foot (150') aerial Drop connection or the standard one hundred and twenty-five foot (125') underground Drop connection to the distribution system.

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- (43) State: The Commonwealth of Massachusetts.
- (44) Subscriber: Any Person, firm, corporation or other entity, located in the Town of Concord, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (45) Subscriber Network: The minimum 750 MHz, bi-directional network, with a minimum of seventy-eight (78) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.
- (46) Town: The Town of Concord, Massachusetts.
- (47) Town Counsel: The Town Counsel of the Town of Concord, Massachusetts.
- (48) Trunk, Feeder Line and Distribution System: That portion of the Cable System for the delivery of Signals, but not including cable Drops to Subscriber 's residences.
- (49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (51) VCR: The acronym for videocassette recorder.
- (52) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.



**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

**Section 2.1 - - - GRANT OF RENEWAL LICENSE**

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Concord, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Concord.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the Cable Act, the regulations of the FCC; and all lawful Town, State and Federal statutes and by-laws of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenue, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Concord within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Concord. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with applicable, lawful regulations of the Department of Public Works ("DPW") and any applicable, lawful Town by-laws.

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**Section 2.2 - - - TERM OF RENEWAL LICENSE**

The term of this Renewal License shall commence on April 22, 2004, and shall expire on April 21, 2014, unless sooner, terminated as provided herein or surrendered.

**Section 2.3 - - - NON-EXCLUSIVITY OF RENEWAL LICENSE**

(a) This Renewal License shall not affect the right of the issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Concord; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional, new or renewal cable television license(s) granted from and after the Execution Date hereof, are granted on terms and conditions, more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional, new cable television license(s) are on terms more favorable or less burdensome when taken as a whole than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional, new or renewal cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any funding pursuant to Section 6.5(a), herein that has been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

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(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and State law and applicable regulations promulgated there under.

**Section 2.4 - - POLE AND CONDUIT ATTACHMENT RIGHTS**

Pursuant to M.G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities

**Section 2.5 - - REMOVAL OR ABANDONMENT**

Upon termination of the Renewal License, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution system, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate.

**Section 2.6 - - TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, and legal ability to operate the Cable System under the existing license and any other criteria allowable under federal and State law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver

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or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.5.

(e) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

**Section 2.7 - - - EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.5 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

### ARTICLE 3

#### CABLE SYSTEM DESIGN

##### Section 3.1 - - - SUBSCRIBER NETWORK

(a) The Licensee shall, at a minimum, continue to operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall be fully capable and activated to carrying a minimum of seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall install and maintain, throughout the term of the Renewal License, standby power at its Headend. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators and shall become automatically activated upon the failure of the Licensee's normal power supply.

(c) The Licensee shall transmit all of its Signals to Concord Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

##### Section 3.2 --- INSTITUTIONAL NETWORK

(a) The Licensee shall continue to make available and maintain its existing Institutional Network ("I-Net") to be utilized by the Town, Town department, the Issuing Authority and its designees and the Public Schools, in accordance with the terms herein.

(b) The backbone architecture of the I-net shall continue to be the bi-directional, existing coaxial cable, high split network, utilizing the forward bandwidth of 222 to 450 Mhz, and the return bandwidth of 5 to 184 Mhz.

(c) The I-Net shall continue to be capable of transmitting video and audio transmissions from and to those municipal and school buildings identified in **Exhibit 3.2**. The Licensee shall maintain the I-Net for data transmission from and to those school buildings identified in **Exhibit 3.2**, until the earlier of the following: (i) the completion of the fiber optic network being constructed by the Concord Municipal Light Plant for the Public Schools or (ii) December 31, 2004. Thereafter, the Licensee shall have no obligation to maintain the I-Net for data transmission.

(d) The I-Net shall continue to be interconnected to the Subscriber Network at the Headend, Hub-site or other functionally equivalent location (said location to be determined at the sole discretion of the Licensee) in order that PEG Access

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Programming originating from the municipal and school buildings identified in **Exhibit 3.2** can be sent upstream on an I-Net channel and then switched to the designated downstream Subscriber Network PEG Access channel. There shall be no charge to the Town or its designee(s) for said switching.

(e) The Licensee shall continue to have the sole responsibility for maintaining the Institutional Network, except PEG Access and end-used equipment, and Town installed wiring or related devices, which are not under its control or ownership. The Licensee shall maintain the I-Net signal quality, and perform all inspections and performance tests, as prescribed by 47 CFR Part 76 for video signals provided by a cable television system.

(f) The Licensee shall extend the I-Net to any new Town or Public School building, upon no less than twelve (12) months written notice by the Issuing Authority to the Licensee. The cost of said extension shall be paid for by the Town and/or the Public Schools as determined by the Issuing Authority at the actual cost of construction plus a reasonable rate of return. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected cost of the I-Net extension to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s). See also Section 6.9.

**Section 3.3 - - - PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets pursuant to applicable law(s). The Licensee shall provide annual notices to Subscribers regarding such capability.

**Section 3.4 - - - EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**Section 3.5 - - - SYSTEM TECHNICAL SPECIFICATIONS**

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 3.5**. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 - - - AREA TO BE SERVED

(a) The area to be served is the entire Town of Concord subject to the limitations set forth herein.

(b) The Licensee's Cable Service shall be available to all residential dwelling units in the Town, regardless of the type of dwelling, subject to Section 4.1 (c) infra, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make reasonable efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make cable service(s) available to all residents.

(c) Installation costs shall conform with the 1992 Cable Consumer Protection Act, and regulations thereunder. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the cable plant shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Licensee's actual costs plus a reasonable rate of return. For underground installations more than one hundred and twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate. For aerial installations more than one hundred and fifty feet (150 ft.), the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

(d) Provided the Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board require that developers give timely notice of trenching and underground construction to the Licensee.

**Section 4.2 - - - LOCATION OF THE CABLE TELEVISION SYSTEM**

The Licensee shall install, operate and maintain the Cable Television System within the Town of Concord. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable State and local laws and regulations.

**Section 4.3 - - - UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

**Section 4.4 - - - TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

**Section 4.5 - - - RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply with the specified time period, the Issuing Authority may cause proper restoration and repairs to be made



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and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

**Section 4.6 - - - TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

**Section 4.7 - - - DISCONNECTION AND RELOCATION**

(a) The Licensee shall, at no charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated cable licensee.

**Section 4.8 - - - SAFETY STANDARDS**

The Licensee shall continue to construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

**Section 4.9 - - - PEDESTALS**

In any case in which pedestals housing active and passive devices are to be utilized, in Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable, lawful DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be

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determined when the Licensee applies for a permit. All such pedestal locations to be determined when the Licensee applies for a permit. All such pedestal locations shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 below. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

**Section 4.10 - - - PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town.

**Section 4.11 - - - RIGHT TO INSPECTION OF SYSTEM**

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give reasonable prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

**Section 4.12 - - - CABLE SYSTEM MAPS**

Within thirty (30) days of a written request by the Issuing Authority, but no more than once annually, the Licensee shall file with the Issuing Authority or its designee a "strand" map of the Cable System in hard copy. Said "strand" map shall also be provided in electronic format, if it exists in electronic format, if so requested in writing by the Issuing Authority. Thereafter, after written request of the Issuing Authority or its designee, if changes are made to the Cable System, such that a map is no longer accurate, the Licensee shall file with the Issuing Authority updated "strand" map within a reasonable period of time.

(a) Said strand map shall separately show the Licensee's Cable System in the Town. The Licensee shall provide said map at no charge to the Issuing Authority and/or any Town Department.

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**Section 4.13 - - - SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

**Section 4.14 - - - COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee.

**Section 4.15 - - - DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

**Section 4.16 - - - RELOCATION OF FIRE ALARMS**

The Licensee shall reimburse the Town for any reasonable expense, including materials and labor, caused by relocation of any fire alarm cable or equipment requested by the Licensee for newly constructed cable and/or equipment.

## ARTICLE 5

### SERVICES AND PROGRAMMING

#### Section 5.1 - - - BASIC SERVICE

The Licensee shall make available a Basic Service tier to all subscribers in accordance with applicable law. Such basic tier shall, at a minimum, consist of: 1) all broadcast television signals carried in fulfillment of the requirements of applicable federal law (Sections 614 and 615 of the Cable Act of 1992), and 2) all active Public, Educational and Governmental ("PEG") Access channel(s).

#### Section 5.2 - - - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5.2(a)**. Pursuant to applicable federal law, all Programming decisions, including the Licensee's current Programming in the Town, listed in **Exhibit 5.2(b)**, other than the PEG Access Channels and Programming required by this Renewal License, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Concord Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

#### Section 5.3 - - - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

#### Section 5.4 - - - VCR/CABLE COMPATIBILITY/EQUIPMENT POLICIES AND PRACTICES

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written

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procedures shall be available to all Subscribers in accordance with applicable State and federal law.

(b) Pursuant to applicable State and federal law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any local off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.4(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.4(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

**Section 5.5 - - - CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Pursuant to applicable State and federal law and regulations, which may be amended from time to time, appropriate credit shall be given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration.

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**Section 5.6 - - - FREE DROPS & MONTHLY SERVICE TO PUBLIC**

(a) The Licensee shall maintain the current number of existing, active Drops, Outlets and Basic Service, at no charge to the Town, to each public building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit 5.6** attached hereto, which are located within one hundred twenty-five feet (125') underground or one hundred and fifty feet (150') aurally of the Licensee's distribution cable.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Service at no charge to all new Public Buildings and other Town owned Public Buildings, along the distribution cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in **Exhibit 5.6**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already have a free Drop or Outlet.

**ARTICLE 6**

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
FACILITIES AND SUPPORT**

**Section 6.1 - - - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

Subject to Section 6.4 below, the Town or its designee(s) (which designee may include a non-profit Access Corporation, the Concord Public Schools and/or the Concord-Carlisle Public Schools, as designated by the Issuing Authority), shall be responsible for the provision of public, educational and/or governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

**Sections 6.2 - - - PEG ACCESS - CERTAIN RESPONSIBILITIES**

The Town and/or its designee(s) may provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the PEG Access studio(s), pursuant to Section 6.4 below;
- (3) Manage the annual funding, pursuant to Section 6.5 below;
- (4) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.6 below;
- (5) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (6) Provide technical assistance and production services to PEG Access Users.;
- (7) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (8) Provide publicity, fund raising, outreach, referral and other support services to PEG Access Users;
- (9) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

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(10) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by the Issuing Authority.

Unless otherwise authorized by the Issuing Authority, the Town will operate the Government Channel and the Concord Public Schools will operate the Educational Channel.

**Section 6.3 - - - PEG ACCESS CHANNELS**

(a) The Licensee shall make available two (2) of its full-time channels for non-commercial, PEG Access use to the Town and/or the Town's designee(s). Licensee shall make available a third (3<sup>rd</sup>) channel for non-commercial, PEG Access use to the Town and/or the Town's designee within twenty four (24) months of the Effective Date of this Renewal License.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Town, the public schools, or any organizations serving the Town.

(c) The Licensee shall not change its PEG Access channel locations, without the advance, reasonable, written notification to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate one or more PEG Access Channel(s), the Licensee shall reimburse the Town or the Town's designee responsible for said Access Channel, up to One Thousand Dollars (\$1,000) for each such PEG Access Channel relocation(s), to cover said party's actual cost therefore, such as new stationery, logos, notices, etc., with supporting documentation, prior to relocating such PEG Access Channel(s).

**Section 6.4 - - - PEG ACCESS STUDIO**

(a) The Licensee shall continue to operate, maintain and staff its full-time local origination studio, located at the Concord-Carlisle Regional High School, with one (1) full time equivalent staff person through September 30, 2004, unless an earlier date is hereafter agreed to in writing by the Town and the Licensee.

(b) Pursuant to Section 6.4 (a), above, upon vacating the current studio, the Licensee shall ensure that said studio is in as good condition as it was on the Effective Date of this Renewal License with the exception of normal wear and tear during the transition period. The Licensee shall repair any damage to the studio prior to vacating the studio. This Licensee shall not remove any fixtures in the studio.

(c) Within twenty one (21) days of the Effective Date, Licensee shall meet at said studio with the Issuing Authority or its designee for the purpose of conducting a joint review of the condition of said facility.



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(d) After the Town or its designee(s) are responsible for PEG Access Programming and operations pursuant to this Renewal License, the Licensee shall have no authority to authorize the use of the Concord PEG Access facility or equipment by or for any other Town.

**Section 6.5 - - -ANNUAL SUPPORT FOR PEG ACCESS**

The Licensee shall provide funding to the Issuing Authority and/or its designee(s) for PEG Access purposes, as follows:

(a) Commencing on October 1, 2004, the Licensee shall provide annual funding to the Town and/or the Town's designee, as follows:

October 1, 2004 - September 30, 2005..... 4.0% of the Licensee's Gross Annual Revenues

October 1, 2005 - September 30, 2006..... 4.25 % of the Licensee's Gross Annual Revenues

October 1, 2006 - End of the Renewal License.....4.5% of the Licensee's Gross Annual Revenues

(b) Said PEG Access payments shall be made paid on a quarterly basis as follows:

<u>Due Date</u>	<u>Quarter</u>
February 15th	October 1 - December 31
May 15th	January 1 - March 30
August 15th	April 1 - June 30
November 15th	July 1 - September 30

(c) On or before August 1, 2004, the Licensee shall make a one-time, advanced PEG Access payment in the amount of Twenty Thousand Dollars (\$20,000) to the Issuing Authority or its designee(s). This payment will be credited against future PEG Access payments as follows: Ten Thousand Dollars (\$10,000) against the quarterly payment due on February 15, 2005 and Ten Thousand Dollars (\$10,000) against the quarterly payment due on May 15, 2005.

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(d) The Licensee agrees to meet with the Issuing Authority or its designee(s) in order to facilitate and expedite the transition of the studio operation to the Access Corporation.

(e) There shall be no charge to the Town, its PEG Access designee(s) or PEG Access Users for said PEG Access annual funding.

(f) The Licensee shall file with each of the payments pursuant to paragraphs (c) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenue of the Licensee during the preceding quarter. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1 above.

(g) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay an amount equal to the percentages required by paragraph (a) above of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said Access payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Town or its designee(s) along with the Licensee's access payments pursuant to Section 6.5(b) above. If the Licensee does not collect the revenues for a Person that distributes any Service over the System, then the Licensee shall notify any such Person of the applicable percentage payment requirements and shall notify the Issuing Authority, and the Issuing Authority's designee(s) if applicable, of such use of the Cable System by such Person(s).

**Section 6.6 - - - CAPITAL/EQUIPMENT/FACILITY PAYMENTS**

(a) The Licensee shall, no later than sixty (60) days after the Effective Date of this Renewal License, make a one-time payment to the Town and/or its designee(s) in the total amount of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) for PEG Access capital, equipment and/or facilities purposes, as follows:

(b) Under no circumstances shall said capital/equipment/facilities payments be counted against (i) the annual funding payable to the Town and/or its designee pursuant to Section 6.5 above; (ii) the Licensee Fees payable to the Town pursuant to Section 7.1 below, and/or (iii) any other fees or payments required by applicable law.

(c) The Town or its designee(s), if specifically designated by the Town, shall own equipment purchased with funding pursuant to this Section 6.6. The Licensee shall not be responsible for equipment owned by the Town and/or its designee(s), including, but not limited to its maintenance, insurance, repair, or replacement thereof.

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(d) The aforementioned Two Hundred Ninety Five Thousand Dollars (\$295,000) in PEG Access capital funding, which was originally proposed by the Licensee to support both Town technology needs and PEG Access needs, shall be used in its entirety to support PEG Access needs.

**Section 6.7 - - - EXISTING PEG ACCESS/LO EQUIPMENT**

(a) The Licensee shall grant, transfer and convey to the Town and/or the Town's designee(s) by bill of sale of One Dollar (\$1.00), all existing Licensee-owned PEG Access/local origination studio, production and cablecasting equipment located at the PEG Access/Local Origination studio at the Concord-Carlisle High School and at any other municipal or school building in the Town of Concord, as existing on September 30, 2004, or such earlier date, if any, that the responsibility for PEG Access studio is assumed by the Town and/or its designees pursuant to Section 6.4 above. An inventory of all such studio, production and cablecasting equipment as of the Effective Date of this Renewal License shall be provided to the Issuing Authority within twenty-one (21) days of the Effective Date of this Renewal License. Said equipment shall be deeded in "as is" condition and without warranty. Upon transfer of said equipment, the Licensee shall not be responsible for the maintenance, insurance, repair and/or replacement of said equipment.

(b) In no case shall the Licensee charge the Town, the Issuing Authority and/or its designees for said Licensee-owned equipment, nor shall the Licensee in any manner line item and/or otherwise pass-through to Subscribers any costs related to said Licensee-owned equipment.

**Section 6.8 - - - PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with FCC technical standards; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Corporation shall be responsible for the picture quality of all PEG Access productions.

**Section 6.9 - - - PEG ACCESS CABLECASTING**

(a) In order that the Town and/or its designee(s) can cablecast its Programming over the PEG Access Downstream Channels, PEG Access programming shall be modulated by the Issuing Authority or its designee and, thereafter, transmission of said signal over the I-Net shall be the responsibility of the Licensee.

(b) If the Town or its designee(s) move from the existing PEG Access studio at the Concord-Carlisle Regional High School to a location and building which is not on the existing Institutional Network, the Licensee shall, if requested in writing by

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the Issuing Authority no later than the last day of the fourth year of this Renewal License (April 22, 2008) either extend the Institutional Network to said new studio location or provide a one-way, hard-wired video link from the new PEG Access studio to the Headend. The selection between an extension of the Institutional Network or the one-way, hard-wired video link shall be at the discretion of the Licensee. However, prior to the Town or its designee(s) making a final selection regarding a new studio location not located on the existing Institutional Network, the Issuing Authority shall notify the Licensee of the address of the proposed new studio. The Licensee shall have a right to request a public hearing before the Issuing Authority regarding the anticipated cost to Subscribers arising from the Licensee's cost to provide PEG Access origination from the proposed location in accordance with the provisions of this Section 6.9. The final determination as to whether to locate the studio at the proposed location shall be made by the Issuing Authority and, to the extent applicable, also by the Issuing Authority's designee, and not by the Licensee. The Licensee shall not be required to incur greater than Thirty Thousand Dollars (\$30,000) in the design, installation and construction costs for said extension of the Institutional Network or one-way video link. Any design, installation and construction costs in excess of said Thirty Thousand Dollars (\$30,000) shall be borne by the Town and/or its designee at the actual cost of said design, installation and construction plus a reasonable rate of return. The Licensee shall, within a reasonable period of time after a written request by the Issuing Authority, provide a written estimate of the projected total cost of the extension of the Institutional Network or one-way video link to the Issuing Authority and shall in good faith discuss the specifics of such estimate(s) and less costly alternatives, if any, with the Issuing Authority and its representative(s). The Licensee shall not be required to complete said extension of the Institutional Network or one-way video link earlier than six (6) months from the date of the above referenced written notice to the Licensee.

(c) The Licensee shall provide the Town and its designee(s) with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Town and/or its designee(s) for such electronic switching responsibility. The Licensee and the Issuing Authority shall meet in a good faith effort to resolve any difficulties that arise regarding cablecasting of PEG Access Programming.

(d) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Upstream Signals from the Town and/or its designee(s) to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment, including modulators.

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**Section 6.10 - - - CENSORSHIP**

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

**Section 6.11 - - - PEG ACCESS COSTS**

There shall be no charges to the Town, its designee(s), and/or PEG Access Users for use of the PEG Access Channels, and/or programming required herein.

**Section 6.12 - - - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Town agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's business.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1 - - - LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amounts as may be permitted by applicable State and federal law(s). Said Licensee Fee payment shall be made to the Town on March 15<sup>th</sup> of each year of the Renewal License, unless a different date is required by applicable State and federal law.

(b) In the event that applicable State and federal law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross annual payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment; a statement certified by the Licensee's authorized representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statements shall list all of the general categories comprising Gross Annual Revenues, as defined in Section 1.1 above

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said shall include the following: (i) the Annual Support for PEG Access pursuant to Section 6.5 above and (ii) applicable federal, State and/or Town License Fees payable pursuant to this Renewal License, but further provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the capital, equipment and facility payment payable to the Town or its designee(s) pursuant to Section 6.6 above; (iii) the existing PEG Access/local origination equipment pursuant to Section 6.7 above; (iv) the costs related to any liquidated damages pursuant to Section 11.2 below; (v) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to this Renewal License, and/or (vi) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(d) The License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15<sup>th</sup> of each year, unless provided for otherwise under applicable law.

## **Section 7.2 - - - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The Licensee Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing shall preclude the authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee.

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

## **Section 7.3 - - - LATE PAYMENT**

In the event that any payment to the Town, including any payment of a License Fee or any payment required in Article 6 of this Renewal License, is not tendered on or before the date fixed for such payment, interest due on such fee or payment shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to § 622(g)(2)(D) of the Cable Act.

## **Section 7.4 - - - RECOMPUTATION**

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this Renewal License, shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payments be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Section 7.3. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal year.

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(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty one (21) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable, not to exceed Two Thousand Dollars (\$2,000).

**Section 7.5 - - - AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Concord.

**Section 7.6 - - - METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town.



## ARTICLE 8

### RATES AND CHARGES

#### Section 8.1 - - - RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

#### Section 8.2 - - - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable State and federal law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. In accordance with applicable State and federal law, the Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each subscriber with a schedule describing existing and proposed rates for each service offered.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. In accordance with applicable State and federal law, Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 8.2**.

#### Section 8.3 - - - NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and prices for Subscriber Services shall be non-discriminatory. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

#### Section 8.4 - - - PUBLICATION

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office.

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**Section 8.5 - - - CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable State and federal law or regulation, the Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours.

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**ARTICLE 9**

**INSURANCE AND BONDS**

**Section 9.1 - - - INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and, upon written request, file with the Issuing Authority, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agent and employees as additional named insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000.) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars (\$500,000.) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

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(e) The Licensee shall carry excess liability in the minimum amount of Five Million Dollars (\$5,000,000.) in umbrella form over all other insurance required by this Section 9.1.

(f) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

(vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts as required herein.

(vii) The Licensee shall be responsible for all deductibles.

(g) Neither the requirements for insurance contained in this Section 9.1 nor the payment of any insurance proceeds from said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License, including, but not limited to the indemnification requirements contained in Section 9.3 herein.

**Section 9.2 - - - PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Seventy Five Thousand Dollars (\$75,000.00). Said bond shall be conditioned upon the

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faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licenses shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 below.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

**Section 9.3 - - - REPORTING**

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

**Section 9.4 - - - INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include reasonable attorneys' fees, other than Town Counsel's, provided that the Town shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority upon receipt of a claim(s) for which indemnification is sought and, in the event of a legal action against the Town, the Issuing Authority or its designee promptly forwards to the Licensee a copy of the legal complaint served upon the Town.

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**Section 9.5 - - - NOTICE OF CANCELLATION OR REDUCTION OF  
COVERAGE**

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of this Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

## ARTICLE 10

### ADMINISTRATION AND REGULATION

#### Section 10.1 - - - REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged non-compliance pursuant to Section 11.1 below.

#### Section 10.2 - - - PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation Hearings shall be open to the public. The purpose of said evaluation hearing shall be to (i) review the Licensee's compliance with the terms and conditions of this Renewal License and (ii) hear comments from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance and/or operation of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office

(d) The Town or its designee shall notify Subscribers of all such performance evaluation hearings by periodic announcements on the PEG Access Channels.

#### Section 10.3 - - - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or service activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The

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Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

**Section 10.4 - - - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority or its designee to cut or move any of the wires, cable or equipment of the Cable System, the Town shall have the right to do so without cost or liability to the Town, provided, however, that wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

**Section 10.5 - - - REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

**Section 10.6 - - - JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.



**ARTICLE 11**

**DETERMINATION OF BREACH-LIQUIDATED DAMAGES-  
LICENSE REVOCATION**

**Section 11.1 - - - DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail pursuant to Section 15.11 infra, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position;

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured; or

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

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- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Sections 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable State and federal law; and
- (vi) Invoke any other lawful remedy available to the Town.

**Section 11.2 - - - LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(i) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(ii) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Two Hundred Dollars (\$200.00) per day, for each day such non-compliance continues.

(iii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(iv) For failure to comply with the PEG Access provisions and/or timelines in Article 6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(v) For failure to comply with the technical standards, pursuant to Section 3.5 above and **Exhibit 3.5** attached hereto, One Hundred Fifty Dollars (\$150.00), for each day that any such non-compliance continues.

(vi) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 below, and **Exhibit 12.5** attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

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(b) Such liquidated damages shall not be a limitation upon any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institution, compensations for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

**Section 11.3 - - - REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable State and federal law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

**Section 11.4 - - - TERMINATION**

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

**Section 11.5 - - - NOTICE OF LEGAL ACTION**

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representatives.

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**Section 11.6 - - - NO WAIVER - CUMULATIVE REMEDIES**

(a) Except as otherwise provided by applicable State and/or federal law, no decision by the Town or its Issuing Authority to invoke any remedy under this Renewal License or under any law, bylaw, or regulation shall preclude the availability of any other such remedy.

(b) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(c) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Town or the Licensee under applicable State and federal law, subject in each case to the terms and conditions in the Renewal License.

(d) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Town or the Licensee to be effective, it shall be in writing. The failure of the Town or the Licensee to take any action in the event of any breach by the Licensee or the Town shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town or the Licensee to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee or the Town.

## ARTICLE 12

### SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

#### Section 12.1 - - - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in its customer service call centers in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 12.5**, during Normal Business Hours, as defined therein.

(b) The Licensee's call center shall have a publicly listed local or toll-free telephone number for Concord subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the reports, subject to Section 13.4 below, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

#### Section 12.2 - - - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

(b) In the event that the Licensee does not maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or complaints to the

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Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

**Section 12.3 - - - INSTALLATION VISITS-SERVICE CALLS-RESPONSE  
TIME**

(a) Pursuant to applicable State and federal law, the Licensee shall provide Cable Service(s), for new aerial installations, to Concord residents who request Service within seven (7) days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as possible, weather permitting.

(b) In arranging appointments for either installation visits or service calls with residents or Subscribers, the Licensee shall specify in advance whether said installation visit or service calls will occur in the morning or afternoon, at a maximum during a four (4) hour block, or during a more narrow time interval if possible. The Licensee shall also make reasonable efforts to install or make service visits at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00 p.m. weekdays.

(c) A Subscriber request for service received after Normal Business Hours, pursuant to Section 12.1 above shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (b) above for a request received at the start of business.

(d) The Licensee shall ensure that there are stand-by technicians on call at all times after Normal Business Hours.

(e) System outages shall be responded to promptly by technical personnel. For purposes of the Section 12.3(f), an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one (1) hour, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) days of receiving a request from a Subscriber to do so.

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**Section 12.4 - - - FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with FCC's Customer Service Obligations, codified at 47 U.S.C. 76, which standards are attached hereto, and made a part hereof, as **Exhibit 12.4**.

**Section 12.5 - - - BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 8.2** and made a part hereof, as the same may exist or as may be amended from time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security Deposits.

**Section 12.6 - - - COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaint/inquires, as follows:

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(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within the (10) business days after receiving such request, send a written report to the Issuing Authority with respect to a complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps, if necessary, taken by the Licensee. Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wished to participate in further processing of the complaint, the Subscriber shall meet jointly in Concord with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee.

### **Section 12.7 - - - REMOTE CONTROL DEVICES**

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes to its equipment that might make inoperable the remote control devices acquired by Subscribers.

### **Section 12.8 - - - LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes; regulations and standard relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Licensee shall demonstrate that its Signals meet or exceed FCC technical standards

### **Section 12.9 - - - EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display an employee identification card issued by the Licensee and bearing a picture of said employee.



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**Section 12.10 - - - PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the right of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's Privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

**Section 12.11- - - PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

**Section 12.12 - - - MONITORING**

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town or its agent shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances or monitoring or tapping of the Cable Television System, or any part, thereof, of which it has knowledge whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business

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purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

**Section 12.13 - - - DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) Pursuant to applicable State and federal law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber, and/or made pursuant to a court order authorizing such disclosure; and

(ii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

**Section 12.14 - - - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the License nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual subscriber. If a court authorizes or orders such disclosure, the licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

**Section 12.15 - - - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall timely make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding said Subscriber.

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(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

**Section 12.16 - - - PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

## ARTICLE 13

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 13.1- - - GENERAL

Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

#### Section 13.2 - - - FINANCIAL REPORTS

(a) Pursuant to applicable State and federal law, no later than one hundred and twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Regional Vice-President of Finance. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

#### Section 13.3 - - - CABLE SYSTEM INFORMATION

Upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority the number of Basic Service Subscribers served in the Town of Concord.

#### Section 13.4 - - - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide, upon the written request of the Issuing Authority, and not more than once annually, a report of regional telephone traffic generated from an in-house automated call accounting or call tracking system.

#### Section 13.5 - - - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 13.5**, to the Issuing Authority, or its designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**Section 13.6 - - - INDIVIDUAL COMPLAINT REPORTS**

Subject to Sections 12.7 above, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

**Section 13.7 - - - SEMI-ANNUAL PERFORMANCE TEST**

Upon written request, the Licensee shall provide copies of proof of performance tests to the Issuing Authority in accordance with 47 C.F.R. §76.601 et seq. (a)

**Section 13.8 - - - QUALITY OF SERVICE**

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s) on the Subscriber Network, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Issuing Authority shall cite facts upon which such doubts are based, in a written notice to the Licensee. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (i) The nature of the complaint or problem which precipitated the special tests;
- (ii) The system component tested;
- (iii) The equipment used and procedures employed in testing;
- (iv) The method, if any, in which such complaint/problem was resolved;  
and
- (v) Any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.5 above and **Exhibit 3.5**, attached hereto.

**Section 13.9 - - - DUAL FILINGS**

(a) Upon the Issuing Authority's written request, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 above.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to the operation of the Cable System in the Town, it shall immediately notify the other party of said request, petition or waiver.

**Section 13.10 - - - ADDITIONAL INFORMATION**

At any time during the term of the Renewal Licensee, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 above.

**Section 13.11 - - - INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**ARTICLE 14**

**EMPLOYMENT**

**Section 14.1 - - - EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee is an Equal Opportunity Employer and shall comply with all applicable laws and regulations with respect to Equal Employment Opportunities.

**Section 14.2 - - - NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

**ARTICLE 15**

**MISCELLANEOUS PROVISIONS**

**Section 15.1 - - - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreement or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument, in writing executed by the parties.

**Section 15.2 - - - CAPTIONS**

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

**Section 15.3 - - - SEPARABILITY**

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect on the term of the Renewal License.

**Section 15.4 - - - ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

**Section 15.5 - - - RENEWAL LICENSE EXHIBIT**

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.



**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**Section 15.6 - - - WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceeding pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625 {f} of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

**Section 15.7 - - - FORCE MAJEURE**

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority, insurrections, riots; epidemics; landslides; lightening; earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts; civil disturbances; explosions; strikes; and unavailability of essential equipment, service and/or materials and/or other matters beyond the control of the Licensee or the Town.

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**Section 15.8 - - - REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of receipt such offer being indicated by initialing the sales agreement), and maintain, an adequate switching device ("A/B switch") to allow said Subscriber to choose between cable and non-cable television reception, provided, however, that said non-cable television reception shall not include signals from satellite receivers.

**Section 15.9 - - - SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10 - - - APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in the Renewal license shall apply to the Town, the Licensee, and their respective successors and assignees.

**Section 15.11 - - - NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail to the following addresses or such other address(es) as the Issuing Authority may specify in writing to the Licensee:

Board of Selectmen  
Concord Town House  
22 Monument Square  
P.O. Box 535  
Concord, Massachusetts 01742

with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at said Concord Town House, or said Concord Town House.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail to the following addresses or such other address(es) as the Licensee may specify in writing to the Issuing Authority:

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

Comcast Cable Communications, Inc.  
Attn: Director of Government & Community Relations  
28 Travis Street  
Allston, Massachusetts 02134

with copies to: Comcast Cable Communications, Inc.  
Vice-President, Government Affairs  
676 Island Pond Road  
Manchester, New Hampshire 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, Pennsylvania 19102

(c) Delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(d) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in the newspaper of general circulation once in each of two (2) successive weeks, the first publication be in not less than fourteen (14) days before the day of any such hearing.

(e) Subject to subsection(c) above, all required notices shall be in writing.

**Section 15.12 - - - NO RECOURSE AGAINST THE ISSUING AUTHORITY**

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commission, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

**Section 15.13 - - - RIGHTS OF INTERVENTION**

The Town/Licensee hereby reserves to itself, and the Licensee/Town acknowledges the Town's/Licensee's right as authorized by applicable State and federal law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**Section 15.14 - - - TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

**Concord Cable Television Renewal License Granted to Comcast of Massachusetts III, Inc.**

**SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Concord, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts III, Inc.

**TOWN OF CONCORD**

By:

\_\_\_\_\_  
Richard T. Edes, Chair

\_\_\_\_\_  
Margaret B. Briggs

\_\_\_\_\_  
Ruth C. Lauer

\_\_\_\_\_  
Joseph P. Lenox III

\_\_\_\_\_  
Anne D. Shapiro

Approved as to legal form:

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**COMCAST OF MASSACHUSETTS III, INC.**

By:

Kevin Casey  
Senior Vice President  
Northeast Region

## **EXHIBIT 3.2**

### **INSTITUTIONAL NETWORK**

#### **MUNICIPAL AND SCHOOL BUILDINGS**

##### **Municipal Buildings**

Concord Town House  
22 Monument Square

Concord Public Library  
129 Main Street

Concord Police Station  
219 Walden Street

Concord Fire Station  
219 Walden Street

Council on Aging  
1276 Main Street

Concord Public Works Department  
133 Keyes Road and 135 Keyes Road

Planning and Inspections Buildings  
141 Keyes Road

##### **School Buildings**

Concord Carlisle Regional High School  
500 Walden Street

Ripley Administration Building  
120 Miriam Road

Alcott Elementary School  
91 Laurel Street

New Alcott School  
93 Laurel Street

Concord Middle School/Peabody Building  
1231 Old Marlboro Road

Sanborn Middle School  
835 Old Marlborough Road

Willard Elementary School  
185 Powdermill Road

Thoreau Elementary School  
29 Prairie Street

## EXHIBIT 3.5

### FCC TECHNICAL SPECIFICATIONS

#### TITLE 47—TELECOMMUNICATION

#### CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

#### PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

##### § 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be  $4.5 \text{ MHz} \pm 5 \text{ kHz}$  above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of  $0.0133 (Z)$  millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of  $0.00662(Z)$  millivolts, where  $Z$  is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable



distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of  $\pm 2$  decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed  $\pm 20\%$ .

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed  $\pm 10$  degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	limit (micro-volt/	Signal leakage Distance in meters (m) meter)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

**Note 1:** Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

**Note 2:** For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

**Note 3:** The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

**Note 4:** Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

**Note 5:** Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

**Note 6:** No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

## **EXHIBIT 5.2(a)**

### **BROAD CATEGORIES OF PROGRAMMING**

- News Programming
- Public Affairs Programming
- Local Programming
- Children's Programming
- Sports Programming
- Arts and Cultural Programming
- Science and Health Programming
- Entertainment Programming

**EXHIBIT 5.2(b)**

**LICENSEE'S CURRENT PROGRAMMING**

See next page.

## ANALOG CHANNEL Line-Up\*

2 WGBH-2 (PBS)	12 Home & Garden TV	13 Sci Fi
3 CN8	14 TNT	15 Animal Planet
4 WEZ-4 (CBS)	16 E! Entertainment	17 TV Land
5 WCVB-5 (ABC)	18 USA Network	19 Outdoor Life
6 New England Cable News	20 Lifetime	21 CNT
7 WHDH-7 (NBC)	22 A&E	23 BET
8 Public Access	24 The Learning Channel	25 Game Show Network/ Leased Access
9 Educational Access	26 Discovery Channel	27 The Golf Channel
11 WENH-11 (PBS)	28 Court TV	70 HSN
12 WLV-56 (WB)	29 Fox News	71 QVC
13 WFTX-25 (FOX)	30 CNN	72 HBO
14 WSBK-38 (UPN)	31 CNN Headline News	73 Cinemax
15 WBPX-68 (PAX)	32 C-SPAN	74 STARZ
16 WGBX-44 (PBS)	33 C-SPAN2	75 Encore
17 WUNI-27 (UNI)	34 CNBC	76 IN DEMAND PPV
18 WNDS-50 (IND)	35 The Weather Channel	77 The Movie Channel
19 WNEU-60 (Telemundo)	36 ESPN Classic	96 WWDP-46 (Shop NBC)
20 WMFP-62 (IND)	37 ESPN	98 Showtime
21 WUTF-68 (Telefutura)	38 ESPN2	
22 TV Guide Channel	39 NESN	
23 WYDN-48 (Daystar)	40 Fox Sports Net	
24 Disney Channel	41 MSNBC	
25 Nickelodeon	42 Food Network	
26 ABC Family Channel	43 Spike TV	
27 Travel Channel	44 BCTV/EWTN/INSP/NIT	
28 MTV	45 Bravo	
29 VH-1	46 History Channel	
30 FX	47 AMC	
31 TBS	48 Cartoon Network	
	49 Comedy Central	

\* Subject to availability.

☐ Basic Service

☒ Expanded Basic Service

☒ Premium

☒ Pay-Per-View

Ayer, Boxborough, Carlisle, Concord, Lincoln,  
Littleton, Townsend, Westford 1/04


 comcast

## **EXHIBIT 5.6**

### **PUBLIC BUILDINGS**

#### **DROP/OUTLETS AND CABLE SERVICE**

##### **Municipal Buildings**

Concord Town House  
22 Monument Square

Concord Public Library  
129 Main Street

Concord Police Station  
219 Walden Street

Concord Fire Station  
219 Walden Street

Council on Aging  
1276 Main Street

Concord Public Works Department  
133 Keyes Road and 135 Keyes Road

Planning and Inspections Buildings  
141 Keyes Road

##### **School Buildings**

Concord Carlisle Regional High School  
500 Walden Street

Ripley Administration Building  
120 Miriam Road

Alcott Elementary School  
91 Laurel Street

(New School) – New Alcott School  
93 Laurel Street

Concord Middle School/Peabody Building  
1231 Old Marlboro Road

Willard Elementary School  
185 Powdermill Road

Concord Middle School/Sanborn Building  
835 Old Marlboro Road

Thoreau Elementary School  
29 Prairie Street

## **EXHIBIT 8.2**

### **207 CMR 10.00**

#### **BILLING AND TERMINATION OF SERVICE**

##### **10.01: Billing Practices Notice**

(1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

(2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

(3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.

(4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

##### **10.02: Services, Rates and Charges Notice**

(1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

(2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

(3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

(4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets,



and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

(5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

(6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

(7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

#### **10.03: Form of Bill**

(1) The bill shall contain the following information in clear, concise and understandable language and format:

(a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

(b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

(c) the dates on which individually chargeable services were rendered or any applicable credits were applied;

(d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

(e) the amount of the bill for the current billing period, separate from any prior balance due;

(f) the date on which payment is due from the subscriber.

(2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

(a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

(b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

(c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

(3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

#### **10.04: Advance Billing and Issuance of Bill**

(1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

(2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

(3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

#### **10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

(1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

(2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

(3) The following provisions shall apply to the imposition of late charges on subscribers:

(a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

(b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

(c) No late charge may be assessed on the amount of a bill in dispute.

(4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

(5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

(6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

#### **10.06: Charges for Disconnection or Downgrading of Service**

(1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

(a) A subscriber requests total disconnection from cable service; or

(b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.

(2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

#### **10.07: Billing Disputes**

(1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

(2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

(3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

#### **10.08: Security Deposits**

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

207 CMR 10.00: 47 U.S.C. § 552, M.G.L. c. 166A, §§ 2A, 3, 5(1), 10, 16 and 17.

## EXHIBIT 12.4

### FCC CUSTOMER SERVICE OBLIGATIONS

#### TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION PART 76--CABLE TELEVISION SERVICE

##### Subpart H--General Operating Requirements

##### Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known.

The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.